



94TH GENERAL ASSEMBLY
State of Illinois
2005 and 2006
HB4715

Introduced 1/12/2006, by Rep. Robin Kelly

SYNOPSIS AS INTRODUCED:

New Act

Creates the Safe Homes Act. Provides that a victim of domestic violence or sexual violence has certain rights with respect to the victim's dwelling unit. Provides that, depending upon the circumstances, the victim can obtain relief that includes: requiring that the landlord change the locks, allowing the victim to change the locks if the landlord does not act, terminating the lease, and imposing penalties on a landlord for certain violations. Provides definitions. Places obligations on landlords, tenants, and perpetrators of domestic or sexual violence. Effective immediately.

LRB094 15382 AJ0 50573 b

1 AN ACT concerning housing.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the Safe
5 Homes Act.

6 Section 5. Findings. The General Assembly finds and
7 declares the following:

8 (1) Domestic and sexual violence affect many persons
9 without regard to age, race, education, socioeconomic
10 status, religion, or occupation.

11 (2) Domestic and sexual violence have a devastating
12 effect on individuals, families, and communities.

13 (3) Domestic violence crimes account for approximately
14 15% of total crime costs in the United States each year.

15 (4) Violence against women has been reported to be the
16 leading cause of physical injury to women. This violence
17 has a devastating impact on women's physical and emotional
18 health.

19 (5) According to recent government surveys, from 1993
20 through 1998 the average annual number of violent
21 victimizations committed by intimate partners of the
22 victim was 1,082,110 and 87% of those were committed
23 against women.

24 (6) Female murder victims were substantially more
25 likely than male murder victims to have been killed by an
26 intimate partner. About one-third of female murder
27 victims, and about 4% of male murder victims, were killed
28 by an intimate partner.

29 (7) According to recent government estimates,
30 approximately 987,400 rapes occur annually in the United
31 States and 89% of the rapes are perpetrated against female
32 victims.

1 (8) One out of every 7 adult women, or more than
2 670,000 in Illinois, has been the victim of a forcible rape
3 sometime in her lifetime.

4 (9) In a survey of 600 women and men ages 16-24, 60% of
5 the respondents stated that they know a woman who has been
6 sexually assaulted.

7 (10) Eighty percent of women who are raped are raped by
8 acquaintances.

9 (11) Approximately 10,200,000 people have been stalked
10 at some time in their lives. Four out of every 5 stalking
11 victims are women. Stalkers harass and terrorize their
12 victims by spying on the victims, standing outside their
13 homes or work places, making unwanted phone calls, sending
14 or leaving unwanted letters or items, or vandalizing
15 property.

16 (12) Too often, victims of domestic and sexual violence
17 suffer not only physical and emotional abuse, but also the
18 devastation of being displaced from their homes because of
19 violence.

20 (13) The loss of a victim's home can, in turn, result
21 in the loss of employment, public benefits, and even the
22 custody of children.

23 (14) The problem is compounded by the fact that victims
24 of domestic and sexual violence are discriminated against
25 when attempting to access safe housing, make their current
26 housing more safe, or flee existing housing. Additionally,
27 victims of domestic and sexual violence are often evicted
28 because of the abuse that they have suffered.

29 (15) There is a strong link between domestic violence
30 and homelessness. Among cities surveyed, 44% identified
31 domestic violence as a primary cause of homelessness.

32 (16) Ninety-two percent of homeless women have
33 experienced severe physical or sexual abuse at some point
34 in their lives. Of all homeless women and children, 60% had
35 been abused by age 12, and 63% have been victims of
36 intimate partner violence as adults.

1 (17) Women who leave their abusers frequently lack
2 adequate emergency shelter options and this makes their
3 decisions concerning leaving their dwelling places more
4 difficult.

5 (18) Victims of domestic violence often return to
6 abusive partners because they cannot find long-term
7 housing.

8 (19) Because abusers frequently manipulate their
9 victims' finances in an effort to control their partners,
10 victims often lack a steady income, a credit history,
11 landlord references, and a current address, all of which
12 are necessary to obtain long-term permanent housing.

13 (20) Victims of domestic and sexual violence in rural
14 areas face additional barriers, challenges, and unique
15 circumstances, such as geographic isolation, poverty, lack
16 of public transportation systems, shortage of health care
17 providers, and decreased access to safe housing resources.

18 (21) The U.S. Congress has recognized the severity of
19 this problem. In its Conference report accompanying the FY
20 2002 HUD appropriations bill, Congress urged HUD to
21 "develop plans to protect victims of domestic violence from
22 being discriminated against in receiving or maintaining
23 public housing because of their victimization." H.R. REP.
24 No. 107-272, at 120 (2001).

25 Section 10. Purposes. The purposes of this Act are:

26 (1) To promote the State's interest in reducing
27 domestic violence, dating violence, sexual assault, and
28 stalking by enabling victims of domestic or sexual violence
29 and their families to access or maintain safe housing or
30 flee existing dangerous housing in order to leave violent
31 or abusive situations, achieve safety, and minimize the
32 physical and emotional injuries from domestic or sexual
33 violence, and to reduce the devastating economic
34 consequences to the State and victims.

35 (2) To address the failure of existing laws to protect

1 the housing rights of victims of domestic or sexual
2 violence, as well as family or household members affected
3 by the violence.

4 (3) To accomplish the purposes described in paragraphs
5 (1) and (2) by providing victims of domestic or sexual
6 violence and their families with options to access or
7 maintain safe housing or to flee dangerous housing.

8 Section 15. Definitions. For the purposes of this Act:

9 "Domestic violence" means one or more acts or threats of
10 violence, not including acts of self defense or defense of
11 another, and all behaviors defined in Section 103 of the
12 Illinois Domestic Violence Act of 1986.

13 "Landlord" and "tenant" have the definitions stated in
14 Section 1.1 of the Rental Property Utility Service Act.

15 "Perpetrator" means an individual who commits or is alleged
16 to have committed or threatened any act of domestic or sexual
17 violence.

18 "Protected applicant" means a person who makes application
19 to the landlord of a building or mobile home to become an
20 occupant in the building or mobile home, whether under a lease
21 or periodic tenancy, who has been subjected to any act or
22 threat of domestic or sexual violence. A perpetrator is not
23 considered a protected applicant.

24 "Protected household member" means any member of a
25 household who has been subjected to any act or threat of
26 domestic or sexual violence, including but not limited to: any
27 minor child, any dependant adult, and any other person residing
28 with a victim of domestic or sexual violence. A perpetrator is
29 not considered a protected household member.

30 "Protected tenant" means an occupant of a building or
31 mobile home, whether under a lease or periodic tenancy, who has
32 been subjected to any act or threat of domestic or sexual
33 violence, including but not limited to a tenant residing with a
34 victim of domestic or sexual violence. A perpetrator is not
35 considered a protected tenant.

1 "Sexual violence" means any act or threat of sexual
2 assault, abuse, or stalking of an adult or minor child
3 including, but not limited to, non-consensual sexual conduct or
4 non-consensual sexual penetration as defined in the Civil No
5 Contact Order Act and offenses of stalking, aggravated
6 stalking, cyberstalking, criminal sexual assault, predatory
7 criminal sexual assault of a child, criminal sexual abuse, and
8 aggravated criminal sexual abuse as these offenses are
9 described in the Criminal Code of 1961, including sexual
10 violence committed by perpetrators who are strangers to the
11 victim and sexual violence committed by perpetrators who are
12 known or related by blood, marriage, or law to the victim.

13 "Victim" means an individual who has been subjected to any
14 act or threat of domestic or sexual violence. A perpetrator is
15 not considered a victim.

16 Section 20. Victim protection; nondiscrimination. A
17 landlord shall not terminate a tenancy, fail to renew a
18 tenancy, refuse to enter into a rental agreement, retaliate, or
19 otherwise interfere in the rental of a dwelling based on: (i)
20 the protected tenant, the protected applicant, or a protected
21 household member's status as a victim of domestic violence or
22 sexual violence; or (ii) the protected tenant or protected
23 applicant having terminated a rental agreement under Section
24 30. Evidence provided to the landlord of domestic violence or
25 sexual violence may include any one of the following:

26 (1) a statement of the protected tenant, protected
27 applicant, or protected household member;

28 (2) a statement from a person other than the protected
29 tenant, protected applicant, or protected household member
30 who has knowledge of the resident's history as a victim of
31 domestic or sexual violence;

32 (3) a statement from an employee, agent, or volunteer
33 of a victim services, domestic violence, or rape crisis
34 organization from whom the protected tenant, protected
35 applicant, or protected household member has sought

1 services;

2 (4) a statement from an attorney, medial professional,
3 member of the clergy, or other professional from whom the
4 protected tenant, protected applicant, or protected
5 household member has sought assistance in addressing
6 domestic or sexual violence;

7 (5) court, police, medical, or other corroborating
8 evidence of domestic or sexual violence; or

9 (6) any other evidence of domestic or sexual violence.

10 Section 25. Victim protection; change of locks and right to
11 possession.

12 (a) If the perpetrator of domestic violence or sexual
13 violence is not a leaseholder in the same dwelling unit as the
14 victim, a protected tenant of the dwelling unit may give oral
15 or written notice to the landlord that a protected household
16 member is a victim of domestic violence or sexual violence and
17 may request that the locks to the dwelling unit be changed. The
18 landlord shall not consider this notice evidence of a lease
19 violation. A protected tenant is not required to provide
20 documentation of the domestic violence or sexual violence to
21 initiate the changing of the locks, pursuant to this
22 subsection. A landlord who receives a request under this
23 subsection shall, within 48 hours, change the locks to the
24 protected tenant's dwelling unit or give the protected tenant
25 permission to change the locks within 48 hours.

26 (b) If the perpetrator of the domestic violence or sexual
27 violence is a leaseholder in the same dwelling unit as the
28 victim, a protected tenant of the dwelling unit may give oral
29 or written notice to the landlord that a protected household
30 member is a victim of domestic or sexual violence and may
31 request that the locks to the dwelling unit be changed. In
32 these circumstances, the following shall apply:

33 (1) Before the landlord or protected tenant changes
34 the locks under this subsection, the landlord may require a
35 copy of an order issued by a court, including but not

1 limited to an Order Of Protection pursuant to the Illinois
2 Domestic Violence Act of 1986 or Article 112A of the Code
3 of Criminal Procedure of 1963.

4 (2) Unless a court order allows the perpetrator to
5 return to the dwelling unit to retrieve personal
6 belongings, the landlord has no duty under the rental
7 agreement or by law to allow the perpetrator access to the
8 dwelling unit, to provide keys to the perpetrator, or to
9 provide the perpetrator access to the perpetrator's
10 personal property within the dwelling unit once the
11 landlord has been provided with a court order. If a
12 landlord complies with this Section, the landlord is not
13 liable for civil damages to a perpetrator excluded from the
14 dwelling unit for loss of use of the dwelling unit or loss
15 of use or damage to the perpetrator's personal property.

16 (3) The perpetrator who has been excluded from the
17 dwelling unit under this subsection remains liable under
18 the lease with any other tenant of the dwelling unit for
19 rent or damages to the dwelling unit.

20 (4) A landlord who receives a request under this
21 subsection shall, within 72 hours, change the locks to the
22 dwelling unit or give the protected tenant permission to
23 change the locks.

24 (c) If the landlord charges a fee for the expense of
25 changing the locks, that fee must not exceed the reasonable
26 price customarily charged for the repair.

27 (d) If a landlord fails to act within the required time
28 pursuant to subsection (a) or (b), the protected tenant may
29 change the locks without the landlord's permission. If the
30 protected tenant changes the locks, the protected tenant shall
31 give a key to the new locks to the landlord within 48 hours of
32 the locks being changed.

33 Section 30. Early termination of rental agreement by
34 victims of domestic violence or sexual violence.

35 (a) Any protected tenant who is a victim of domestic or

1 sexual violence or whose dwelling unit contains protected
2 household members who are victims of domestic or sexual
3 violence may terminate his or her rental agreement for a
4 dwelling unit by providing the landlord with a written notice
5 of termination to be effective on a date stated in the notice
6 that is at least 30 days after the landlord's receipt of the
7 notice. The notice to the landlord shall be accompanied by any
8 one of the types of evidence of domestic or sexual violence
9 presented by the protected tenant as set forth in Section 20.

10 (b) Upon termination of a rental agreement under this
11 Section, if the perpetrator is not a tenant in the same
12 dwelling unit, the protected tenant who is released from a
13 rental agreement pursuant to subsection (a) of this Section is
14 liable for the rent due under the rental agreement prorated to
15 the effective date of the termination and payable at the time
16 that would have been required by the terms of the rental
17 agreement. If the perpetrator is a tenant in the same dwelling
18 unit, the perpetrator is liable for the protected tenant's rent
19 due under the rental agreement prorated to the effective date
20 of the termination and payable at the time that would have been
21 required by the terms of the rental agreement. The protected
22 tenant is not liable for any other rent or fees due only to the
23 early termination of the tenancy. If, pursuant to this Section,
24 a protected tenant or applicant terminates the rental agreement
25 14 days or more before occupancy, the protected tenant or
26 applicant is not subject to any damages or penalties.

27 (c) Notwithstanding the release of a protected tenant from
28 a rental agreement under subsection (a) of this Section, or the
29 exclusion of a perpetrator of domestic or sexual violence by
30 court order if the perpetrator is a tenant in the same dwelling
31 unit, if there are any remaining tenants residing in the
32 dwelling unit, the tenancy shall continue for those tenants if
33 they so desire. The perpetrator who is a tenant in the same
34 dwelling unit remains liable under the lease with any other
35 tenant of the dwelling unit for rent or damages to the dwelling
36 unit.

1 Section 35. Right of possession to non-leaseholder victim
2 of domestic or sexual violence. If the perpetrator of the
3 domestic violence or sexual violence is a tenant in the same
4 dwelling unit as the victim and has possession of the dwelling
5 unit, any adult or emancipated protected household member of
6 that dwelling unit may give oral or written notice to the
7 landlord that a protected household member is a victim of
8 domestic or sexual violence and request that the protected
9 household member be given possession of the dwelling unit and
10 become the primary leaseholder. The landlord may require that
11 the protected household member provide the landlord with a copy
12 of an order issued by a court, including but not limited to an
13 Order Of Protection pursuant to the Illinois Domestic Violence
14 Act of 1986 or Article 112A of the Code of Criminal Procedure
15 of 1963. If a landlord complies with this Section, the landlord
16 is not liable for civil damages to a perpetrator excluded from
17 the dwelling unit for loss of possession, the use of the
18 dwelling unit, or loss of use or damage to the perpetrator's
19 personal property.

20 Section 40. Right to vacate following domestic or sexual
21 violence.

22 (a) A protected tenant may terminate her or his rights and
23 obligations under a lease and may vacate the dwelling unit and
24 avoid liability for future rent and any other sums due under
25 the lease for terminating the lease and vacating the dwelling
26 unit before the end of the lease term, if the protected tenant
27 complies with subsection (c) of Section 30 and provides the
28 landlord or the landlord's agent with notice that the protected
29 tenant or a protected household member is the victim of
30 domestic or sexual violence and that in order to maintain her
31 or his personal safety she or he must vacate the dwelling.

32 (b) A protected tenant may exercise the right to terminate
33 the lease under subsection (b) of Section 30, and vacate the
34 dwelling before the end of the lease term, beginning on the

1 date after all of the following events have occurred:

2 (1) the protected tenant has delivered a copy of the
3 notice to the landlord; and

4 (2) the protected tenant has vacated the dwelling unit.

5 (c) If the perpetrator was not a tenant in the same
6 dwelling unit as the protected tenant, this Section does not
7 affect a protected tenant's liability for unpaid rent owed to
8 the landlord before the lease was terminated by the protected
9 tenant under this Section. The perpetrator, however, shall be
10 liable for all charges related to the domestic or sexual
11 violence, including but not limited to damage to property.

12 (d) If the perpetrator is a tenant in the same dwelling
13 unit as the protected tenant, the perpetrator is liable for all
14 unpaid rent or other sums owed to the landlord before the lease
15 was terminated by the protected tenant. The perpetrator shall
16 also be liable for all charges related to the domestic or
17 sexual violence, including but not limited to damage to
18 property.

19 (e) A landlord who is found by a court to have violated
20 this Act is liable to the protected tenant for actual damages,
21 an additional amount equal to the amount of one month's rent
22 plus \$500, and the tenant's attorney's fees.

23 Section 45. Effect on other laws.

24 (a) More protective laws. Nothing in this Act shall be
25 construed to supersede any provision of any federal, State, or
26 local law that provides greater protections for victims of
27 domestic or sexual violence than the rights established under
28 this Act.

29 (b) Less protective laws. The rights established for
30 victims of domestic or sexual violence under this Act shall not
31 be diminished by any State or local law.

32 Section 50. Prohibition on Waiver or Modification.
33 Sections 5, 10, 15, 20, 25, 30, 35, 40, and 45 may not be waived
34 or modified by an agreement of the parties.

1 Section 99. Effective date. This Act takes effect upon
2 becoming law.